

# NOTICE

## **NO HAND CARRIED BIDS! NO MAILED BIDS!**

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

# NOTICE TO CONTRACTORS

The Architect of the Capitol anticipates that in 2006 the agency's contractors will have to register with the Central Contractor Registration (CCR) database. This is the primary vendor database for the U.S. Federal Government and the CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

Registration in the CCR will become mandatory in order to be awarded contracts by the Federal Government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status.

CCR validates the vendor information and electronically shares the secure and encrypted data with the federal agencies finance offices to facilitate paperless payments through electronic funds transfer (EFT).

The AOC is now encouraging all vendors to register with the CCR if they are not already registered. Vendors can register on line at <http://www.ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

<b>SOLICITATION, OFFER AND AWARD</b> Architect of the Capitol - January 2004		REQUISITION NO. VC-060214		PROJECT NO.	PAGE 1 65 PAGES
1. CONTRACT NO.		2. SOLICITATION NO. RFP 060140	3. TYPE OF SOLICITATION <u>  X  </u> NEGOTIATED (RFP)	4. DATE ISSUED  <b>August 22, 2006</b>	
5. ISSUED BY <b>ARCHITECT OF THE CAPITOL</b> Procurement Division United States Capitol Washington, D.C. 20515			6. ADDRESS OFFER TO (If other than Item 5) <b>NO HAND CARRIED OFFERS WILL BE ACCEPTED</b> Architect of the Capitol Procurement Division Ford House Office Building Attn: Caryn Rotheim Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SUBJECT: <b>ADVANCE RESERVATION AND TIMED PASS SYSTEM FOR U. S. CAPITOL VISITORS CENTER</b>					

<b>SOLICITATION</b>	
7. Sealed offers in original and <u>  3  </u> complete copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until <b>1:00 P.M., local time, September 13, 2006.</b> CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: Caryn Rotheim TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(202) 226-9144</b>	

9. TABLE OF CONTENTS							
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<b>OFFER</b> (Must be fully completed by offeror)				
NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.				
10. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
11. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____ CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE		AMENDMENT NO.
13A. NAME AND ADDRESS OF OFFEROR	DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)	13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -ENTER ____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE	16. OFFER DATE

<b>AWARD</b> (To be completed by Government)			
17. ACCEPTED AS TO ITEMS NUMBERED	18. AMOUNT	19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE		21. SUBMIT INVOICE FOR PAYMENT TO: <b>FAX 202-226-2580</b>	
22. NAME OF CONTRACTING OFFICER (Type or print)		23. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	24. AWARD DATE

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

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**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 GENERAL DESCRIPTION AND BACKGROUND**

The Architect of the Capitol (AOC) has a requirement for the design, implementation, and maintenance of a customized off-the-shelf web-based advanced reservation and timed pass system for the Capitol Visitor Center (CVC). The purpose of the system is to better manage demand and improve the visitor experience for Capitol tours, the new visitor center, and orientation theatres. This new advanced reservation and timed pass system will be utilized at on-site reservation booths, will-call windows, and a web-based reservations site. The Contractor will not be required to operate a reservation or call center office.

The Contractor shall work with CVC staff to complete the following components of work: (1) Provide identified system development life cycle documentation; (2) Develop and/or customize advanced reservation and timed pass web-based system to fit requirements outlined in this document; (3) Create, host, and maintain reservation system web site; (4) Adhere to system performance measures; (5) Assist with the procurement and installation of necessary on-site equipment and insure system compatibility; (6) Assist with and oversee operator / user training and system testing and implementation; (7) Monitor system performance and adjust system as needed to meet requirements; (8) Maintain and secure system data; and (9) Provide ongoing system technical support, including operating customer and operator trouble phone lines.

**B.2 SCHEDULE**

(Failure to submit an offer on all items will be cause for your offer to be rejected.)

Item No.	Description	Quantity & Unit	Unit Price	Total Price
0001	Development and Implementation of System Software	1 LS	N/A	
<b>Total for Development &amp; Implementation:</b>				
	<b>Base Option Schedule:</b>			
0002	Reservation System Hosting	12 MO		
0003	Advance Reservation & Timed Pass System License	1 YR	N/A	
0004	Maintenance/Support of System Software	12 MO		
<b>Total for Base Option Schedule:</b>				

Item No.	Description	Quantity & Unit	Unit Price	Total Price
	<b>Option Schedule 1:</b>			
0005	Reservation System Hosting	12 MO		
0006	Advance Reservation & Timed Pass System License	1 YR	N/A	

Item No.	Description	Quantity & Unit	Unit Price	Total Price
0007	Maintenance/Support of System Software	12 MO		
<b>Total for Option Schedule 1:</b>				

Item No.	Description	Quantity & Unit	Unit Price	Total Price
	<b>Option Schedule 2:</b>			
0008	Reservation System Hosting	12 MO		
0009	Advance Reservation & Timed Pass System License	1 YR	N/A	
0010	Maintenance/Support of System Software	12 MO		
<b>Total for Option Schedule 2:</b>				

Item No.	Description	Quantity & Unit	Unit Price	Total Price
	<b>Option Schedule 3:</b>			
0011	Reservation System Hosting	12 MO		
0012	Advance Reservation & Timed Pass System License	1 YR	N/A	
0013	Maintenance/Support of System Software	12 MO		
<b>Total for Option Schedule 3:</b>				

Item No.	Description	Quantity & Unit	Unit Price	Total Price
	<b>Option Schedule 4:</b>			
0014	Reservation System Hosting	12 MO		
0015	Advance Reservation & Timed Pass System License	1 YR	N/A	
0016	Maintenance/Support of System Software	12 MO		
<b>Total for Option Schedule 4:</b>				

<b>Grand Total for All Schedules:</b>				
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### B.3 PAYMENT SCHEDULE

A payment schedule shall be outlined in the proposal, aligned with the following project milestones at a minimum:

1. Completion of system technical requirements;
2. Completion of system design;
3. Completion of system testing and operator training;

4. System implementation / Go Live; and
5. System audits at 6 months.

END OF SECTION B

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

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## **SECTION C**

### **DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

#### **1. BACKGROUND AND PROJECT DESCRIPTION**

##### **1.1 Background**

As the Capitol has evolved with the changing and growing needs of Congress, it has had difficulty accommodating an ever-increasing number of visitors. In the last few decades, tourism to the Capitol has increased from one million in 1970 to approximately three million in 2000.

Today's Congress understands that visitors need better opportunities to learn about and more fully understand the United States Constitution, the Congress and the history of the building and institution. The Capitol needs improved amenities and a more efficient way to manage the large flow of visitors.

##### **1.2 Project Description**

In an effort to better manage demand and improve the visitor experience, the Capitol Visitor Center (CVC) is planning to implement a new system for advanced reservations and timed passes. This statement of work outlines the requirements for the development and implementation of this new system.

The implementation of the reservation and timed pass system must align with the opening of the visitor center. Timed passes to enter one of two orientation theatres can be reserved in advance through a web-based reservation system and will be distributed at the CVC. Visitor calls will be directed through to the member offices, not to a central reservation number. Member offices will be able to access the system and make reservations for their constituents. Passes and admission are free, and there will be no convenience fee for advanced reservations. Visitors will enter one of the theatres at their designated time. At the conclusion of the film, a CVC tour guide will lead them on a Capitol tour. Following the Capitol tour, visitors can experience the rest of the CVC. Visitors not going on a tour can visit the CVC without a pass.

This new advanced reservation and timed pass system will be utilized at on-site reservation booths, will-call windows, and a web-based reservation site. The system requirements and assumptions will likely evolve during Contractor discussions and the design phase of work during which technical requirements, design documents, and more detailed operating, implementation, and test plans must be addressed.

#### **2. PROJECT SCOPE AND SCHEDULE**

##### **2.1 Project Scope and Deliverables**

The objective of this effort is a licensing agreement for a customized commercial off-the-shelf web-based reservation and timed pass system and an agreement to host, maintain, support and operate the system. The Contractor will not be required to operate a reservation or call center office. The Contractor shall work with CVC staff to complete the following components of work:

- Provide identified system development life cycle documentation;
- Develop and/or customize advanced reservation and timed pass web-based system to fit requirements outlined in this document;
- Create, host, and maintain reservation system web site;

- Adhere to system performance measures;
- Assist with the procurement and installation of necessary on-site equipment and insure system compatibility;
- Assist with and oversee operator / user training and system testing and implementation;
- Monitor system performance and adjust system as needed to meet requirements;
- Maintain and secure system data; and
- Provide ongoing system technical support to system users, including operating customer and operator trouble phone lines during the hours of 8:00am to 9:00pm EST Monday through Saturday.

The following deliverables are required under the contract:

- 2.1.1 Reservation and Timed Pass System design and documentation. Documentation includes concept of operations; systems requirements specification; risk management plan; test plan; training plan; quality assurance plan; and project plan;
- 2.1.2 System operating procedures and user manuals;
- 2.1.3 Development and implementation of a system host structure and data security plan;
- 2.1.4 Development and implementation of a system maintenance and redundancy plan;
- 2.1.5 Completed staff training plan and training manuals;
- 2.1.6 Recommended equipment list;
- 2.1.7 Recommended pass and receipt design and form factor; and
- 2.1.8 On-time and on-budget system testing and implementation.

## 2.2 Project Milestones

The targeted Go Live date for the new advanced reservation and timed pass system is March 1, 2007.

Table 1 below lists the major project milestones.

**Table 1: Key Project Milestones**

Detailed Operational and system requirements <ul style="list-style-type: none"> <li>• Define reservations policies and procedures</li> <li>• Develop more detailed operational and systems requirements</li> <li>• Develop technical requirements</li> </ul>	**See below
Design system and operation <ul style="list-style-type: none"> <li>• Customize/design system</li> <li>• Develop testing and implementation plans</li> <li>• Document and approve operating plans</li> <li>• Develop marketing and communication plans</li> </ul>	**See below
Test system and operation and implement <ul style="list-style-type: none"> <li>• Test and adjust system and operations</li> <li>• Install system/equipment and adjust operations</li> <li>• Communicate and market system</li> <li>• Train operators and system users</li> <li>• Go Live</li> </ul>	March 1, 2007

Monitor and adjust	Ongoing for period of 1 year
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\*\* The development milestone schedule submitted as part of the Contractor’s Management Approach (see Solicitation Provision “INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL”) shall be incorporated by reference into this contract at the time of contract award.

### 2.3 Implementation Schedule and Associated Deliverables

The implementation may be phased to insure that there is sufficient time to test and adjust each new operational change. Transition from the existing to the new operation and system must occur without interruption to the operation and must be seamless to the visitor.

A phased implementation may be required. Phased roll-out includes:

- Administrators, congressional members, and staff
- Tour operators
- Public.

The reservation and timed pass system must be available and production ready within 5 months after the issuance of this contract, followed by 1 month of heavy user support.

All written deliverables listed under this contract are to be provided in printed and electronic format. Ten printed copies are to be provided for each deliverable. Digital copies are to be provided Adobe “.pdf” format.

Implementation Task	Deliverable	Production Date
Planning and Initiation	<ul style="list-style-type: none"> <li>• Project plan</li> <li>• Weekly and monthly project status reports</li> </ul>	Month 1 Month 1 – 5
Analyze	<ul style="list-style-type: none"> <li>• Concept of Operations</li> <li>• Systems requirements specification</li> <li>• Risk management plan</li> </ul>	Month 1 – 2 Month 1 – 2 Month 1 – 2
Design/Construct	<ul style="list-style-type: none"> <li>• System functional configurations</li> <li>• System customizations</li> </ul>	Month 3 – 4 Month 3 – 4
Test	<ul style="list-style-type: none"> <li>• UAT plan</li> </ul>	Month 4 – 5
Deploy	<ul style="list-style-type: none"> <li>• Implementation plan</li> </ul>	Month 4 – 5
Support	<ul style="list-style-type: none"> <li>• Training plan</li> <li>• User manual</li> </ul>	Month 4 – 5 Month 4 – 5

### 3. SYSTEM REQUIREMENTS

The system must have the following proven capabilities:

- customized, “off-the-shelf” advanced reservation system with ability to support timed passes;
- highly user-friendly interfaces for all functions;

- high system reliability and speed;
- real-time pass inventory management;
- ability to develop, host, and maintain integrated web-based reservation site;
- ticket printing hardware and access control hardware (with integrated software);
- ability to support multiple products, including potentially deposits and rentals; and
- ability to handle individual/group reservations.

#### **4. PRELIMINARY SYSTEM FUNCTIONAL REQUIREMENTS**

This section reviews the preliminary system functional requirements. However, more detailed requirements are being developed and will likely continue to evolve during the design process under the contract.

##### **4.1 System Description**

The CVC tour reservation and timed pass system will enable the issuance and inventory control of timed passes for Capitol tours, along with the orientation theatre shows. These timed passes can be booked in advance through the web-based reservation system or issued to walk-up visitors if passes are available at no charge to the visitor. Visitors can make their own reservations through the reservation web site or can call their members' office, which can then access the reservation system and book a reservation for their constituent. Problems with the reservation system will be directed to a help phone line that will be operated by the Contractor.

By controlling the inventory of available passes for each tour/show, the system will enable the CVC to control the visitor arrival times/volume. If passes are reserved in advance for tours/shows during non-peak hours instead of during known peak hours, visitor arrivals will be shifted from peak to non-peak, improving the visitor experience.

##### **4.2 Users and User Interfaces**

The reservation and timed pass system must be web-based to accommodate multiple users from multiple, potentially world-wide locations. The primary system users are:

- CVC staff at kiosks and information desks;
- CVC administration staff;
- Congressional offices (potentially 500-600 users);
- Tour companies;
- Visitors; and
- Automated kiosk users.

All user interfaces must be simple and easy to use, with a limited number of steps and screens needed to complete the reservation.

##### **4.2.1 User Groups**

Proposed user groups include:

User	Access
Congressional staff	<ul style="list-style-type: none"> <li>• Real-time access to schedule</li> <li>• 2 concurrent users (congressional district office and Washington, DC office)</li> <li>• Reservation access</li> </ul>
Public	<ul style="list-style-type: none"> <li>• Real time access to schedule</li> <li>• Reservation access</li> </ul>
Administrators	<ul style="list-style-type: none"> <li>• Real time access to schedule</li> <li>• Reservation access</li> <li>• Reporting access</li> <li>• Quota access</li> <li>• Resource access</li> </ul>
Tour Operators	<ul style="list-style-type: none"> <li>• Real time access to schedule</li> <li>• Reservation access</li> </ul>

### 4.3 Expected Volume

An estimated 12,000 visitors per day are expected to the new CVC and Capitol tours during peak season. Assuming 100% of visitors are booked through the web site and an average group size of 20, this equates to approximately 600 Internet transactions per day.

### 4.4 System Performance

System performance requirements must be finalized and agreed upon during the design phase of work. Below are some of the performance requirements:

- System must be 99.995% available 24 hours per day (excluding necessary maintenance time).
- System downtime due to scheduled maintenance or updates must occur between Saturday or Sunday during the hours of 1:00am and 4:00am EST. All system downtime must be scheduled 7 days in advance with the Executive Director's designee.
- Response times must be excellent to minimize transaction times at all channels. Queries of the system database must be completed in less than 2 seconds. Also, accessing the system should be accomplished in less than 3 seconds. Moving through the system's screens should take less than 1 second per screen.
- Web-based system must be updated instantaneously, and any resident systems must be updated frequently to insure accurate pass availability information.
- A disaster recovery plan must be developed and include: scheduled daily backups of the servers with the backup tapes stored off-site; annual disaster recovery testing and training; conversion to a "hot-site" within 2 hours after a disaster.
- Operating and visitor information must be kept up to date at all times. The system must: collect accurate, timely, complete, reliable, and consistent information; provide for adequate agency management reporting; and provide a complete audit trail to facilitate audits.
- In the event that the system is unavailable to users because of a system failure, the application must be restored within two (2) hours of the failure. In the event the database is corrupted, it must be capable of being restored to its condition of no more than one (1) hour before the corruption occurred. If the processing site is destroyed, the application and database must be restored within two (2) hours.

#### **4.5 Ownership**

It is anticipated that the CVC will purchase licenses for use of the Contractor-owned system, customized to meet the CVC's requirements. All visitor information and booking data would be owned by the Government and reside in a secure location accessible only by the Government. In the event the Government terminates its agreement with the Contractor, the information will be returned in a Government selected standardized format.

Any equipment required to host, maintain, and update the web site would be owned by the Contractor. The CVC would own any equipment that must be purchased to support the on-site system and operation. An equipment list must be developed but could include: additional computers and reservation center equipment, bar code or magnetic stripe scanners, pass printers/encoders, automated pass kiosks, and people counters.

#### **4.6 System Security**

The Contractor is responsible for securing and storing visitor information and booking data. The reservation site must be an SSL secure site to protect visitor information sent over the web. The Contractor must obtain certification and accreditation of systems and facilities in compliance with the National Institute of Standards and Technology's standard specified in special publication 800-37.

#### **4.7 ADA Compliance**

Section 508 of the Rehabilitation Act of 1973 requires that Federal agencies' electronic and information technology is accessible to people with disabilities. Accordingly, the Contractor shall comply with all accessibility standards of Section 508 of the Rehabilitation Act. More information on the requirements of Section 508 can be found at [www.section508.gov](http://www.section508.gov).

#### **4.8 Test and Adjust**

The Contractor shall conduct adequate testing of the advanced reservation and timed pass system to insure system performance prior to implementation. The Contractor shall work with CVC staff to develop use cases that describe different types of transactions / calls / web bookings and different situations. User acceptance, performance, unit, and system testing must be performed prior to the Go Live date.

After the software has been set-up in a test database, the Contractor shall support an identified team in the performance of an acceptance test of the software. The Government will perform a test of the basic functions of the system. The purpose of the test will be to ensure the software performs basic functions as designed and to gain hands-on knowledge of using the system. The Contractor shall provide the following support:

- Provide a database to be used to perform the acceptance test. This database should include all the reference data required to perform the test.
- Provide sufficient training to the Government project team to allow them to perform system acceptance testing.
- Provide test plans that provide the detailed scenarios to perform a sufficient test of the software. The test plans should cover all modules to be implemented.
- Provide functional and technical support to the Government team in the performance of the acceptance test. The test will be performed by Government personnel; however, the Contractor

must be available to answer questions regarding system processing and the actual performance of the test.

#### **4.9 Ongoing Monitoring and Adjusting**

A key success factor for a new system and operation is to monitor performance on an ongoing basis and adjust assumptions, software, and operations plans to better meet the objectives. The Contractor shall assist with service level audits at three months, six months, and one year after implementation. The system must track and report on performance measures discussed above, key business drivers, and visitor information.

#### **4.10 Minimum System Elements and Requirements**

The following table lists minimum system elements and functionality that will be necessary to enable staff to manage the CVC and Capitol tour demand. It is anticipated that these elements and requirements may change and evolve as the operation and the system are designed and implemented.

**Table 2: System Elements and Functional Requirements**

Products	System must be able to handle reservations and timed passes for multiple products. Initially, the system must provide functionality for all existing products, but functionality for additional products will be needed in the future.
Timed Pass Price	Timed passes will be free of charge to visitors, and no convenience fee is planned. However, the system must be capable of adding a price and/or a reservation convenience fee and a deposit at a later time. The ability to “deactivate” sales screens when not in use is essential to minimize the number of screens and transaction time.
Pass Allocations	The system must be able to handle quotas or allocations for multiple pass categories, such as advanced vs. walk-up and group vs. general admission passes.
Tour Capacities	Pass inventories per theatre show must be variable and updateable by an administrator.
Pass Blocks	Pass inventories must be created in time blocks according to the tour schedule in most cases. For the theatre passes, the pass block will be up to 250 per theatre every 20 minutes. The pass block time intervals and inventory levels must also be variable for each product.
Tour Type Designations	The system must accommodate special tour designations. This will allow tours in the system to be blocked out for special tours and report on the number of tours by type, potentially even by delegate.

Tour Operator Controls	To minimize re-sells, no-shows, or other issues with large groups, it is important to create controls and reporting of group reservations. The tour operators or school group organizers will need to register and get an authorization number to reserve a large number of passes. The number of passes reserved at one time, the number of outstanding passes, and the time period in advance will all be limited. There must also be activity and exception reports generated on each authorized group.
Delegate Pass Designation	There must be a separate designation for passes booked by a delegate or member with unique delegate codes so that the number of passes booked by a delegate or member can be tracked.
Special Pass Designations	The system must accommodate special pass designations (such as Groups, Language, and Accessibility needs) and apply special booking rules.
Timed Pass Advanced Reservations	<p>System input and display screens must enable operators to shift advanced timed pass bookings from peak to non-peak hours. For instance, the following system functionality may be necessary:</p> <ul style="list-style-type: none"> <li>• Advanced reservation transactions through the web site can only be made prior to 12:00 AM EST on the visitation date. This restriction should be variable.</li> <li>• Staff screen and web site must display hourly pass availability by date and display projected visitation.</li> <li>• Available passes are displayed first for the lowest expected visitation day within the preferred dates.</li> <li>• Partially booked blocks are displayed sequentially within the requested dates before ticket blocks with no previously sold tickets are displayed.</li> </ul>
Inventories	<ul style="list-style-type: none"> <li>• Available hourly pass inventories are created up to one year in advance when an administrator inputs the hourly tour schedule. Passes may be booked only if an inventory has been created in the system.</li> <li>• Available passes will be calculated and updated immediately in the system to maintain an accurate inventory.</li> <li>• Even though there are no current plans to distribute and track audio device inventories in the system, the capability to “check” devices in and out of inventory, with or without a deposit must be available.</li> <li>• User-defined products</li> </ul>
Confirmation Numbers	A confirmation number must be generated upon booking. In order to discourage no shows, confirmation numbers may be generated only after confirmation from the visitor.



Transaction Status	<p>A “Transaction” Status field will be necessary to track the status of passes associated with a transaction. A transaction status could be:</p> <ul style="list-style-type: none"> <li>• “Hold” if waiting on booking confirmation;</li> <li>• “Will Call” if booking is confirmed and passes are at Will Call for pick-up;</li> <li>• “Cancelled” if operator cancels the transaction and releases associated number of tickets back into inventory. May need to be automatic if booking is not confirmed by a designated time before arrival date; or</li> <li>• “No Show” status may be automatically created and passes returned back into inventory if passes have not been released to visitor by 20 minutes before time pass.</li> </ul>
Pass Status	A pass status field will be necessary to track the number of passes that are available, on hold, booked, or distributed for each tour/show.
Methods of Payment	There is no plan to charge for passes or advanced reservations, but the system should have the capability to run credit checks, authorize credit cards, and accept payment via credit card or cash. Again, these screens should be initially deactivated.
Refunds	The system must allow refunds of sales or deposits for service recovery with a supervisor’s authorization.
Pass Number	The system must be able to generate and print a unique pass number that can be linked to the transaction number and information and visitor information.
Transaction Information	<p>Information regarding the transaction and visitation must be stored and associated with the visitor information. This data may include:</p> <ul style="list-style-type: none"> <li>• Transaction Number and Type;</li> <li>• Special Pass and Tour Designations;</li> <li>• Number of tickets, ticket type, ticket date and time(s);</li> <li>• Other products purchased; or</li> <li>• Number of adults and children in group/party.</li> </ul>
Visitor Information	<p>It may be desirable to store the following visitor information by transaction number and visitor name:</p> <ul style="list-style-type: none"> <li>• Visitor’s full name;</li> <li>• Phone number;</li> <li>• Mailing address; or</li> <li>• E-mail address.</li> </ul> <p>This information should also be collected at the ticket booths if possible for walk-ups. The visitor, transaction, and visitation data discussed above should be stored and archived for future reporting and analyses.</p>

Ticket Information	At a minimum, the following information should be encoded in the bar code or magnetic stripe and potentially printed on the pass: <ul style="list-style-type: none"> <li>• Valid date and time;</li> <li>• Tour name; and</li> <li>• Unique pass number.</li> </ul>
Memento passes	The system should have the capability to print unique passes for delegates or other special occasion.
Pass Security	A proven security measure that becomes visible when copied must be included as part of the background or the graphics on the passes. No special equipment should be required to detect a copied pass. The finish on the pass must also make it difficult to alter the printed date or time.
Pass Printing	Passes will be printed on demand at the kiosks and information desks. CVC staff must be able to print passes by completing a walk-up transaction, scanning a bar coded confirmation letter, or by entering a confirmation number. It may be decided to print some passes in advance and maintain an inventory.
No Shows	The system should be able to automatically change the transaction status to “No Show” and return associated passes to available inventory if visitors have not checked in at Will Call to pick up passes within a designated time before the pass time.
Administrator and Supervisor Controls	Authorized administrators and supervisors must have the ability to change most variables, including the number of tours per time block, operating hours, and the number of passes that can be issued per tour. Changes and overrides must be tracked by user ID so that they can be reported.
Facility Scheduling	The system must have the capability to book select facilities, resources or meeting space with a transaction.
Performance Measures	The system must monitor and report performance measures, such as call volumes, Internet transactions, booking conversion percentage, and service levels.
Reporting	Designated CVC staff will be given access to the system to pull queries and generate operating reports.  Other information must be easily queried in the system, such as: <ul style="list-style-type: none"> <li>• Visitor visitation patterns from visitor info;</li> <li>• Booking window;</li> <li>• Daily visitation and hourly pass distribution; or</li> <li>• Conversion % (calls to booking).</li> </ul> Reports and queries must be designed in the design phase and must be easily changed and updated by the user without Contractor involvement.

Tour Counts	Ideally, automated people counter equipment will be installed at the show and CVC entrances and linked into the system for reporting and future planning.
Inventories and Database Updates	Inventory and database information must be updated in real-time.
Confirmations	A confirmation screen including a confirmation number must be provided for each transaction. An e-mail confirmation will be sent to visitors with e-mail capabilities to confirm an advanced booking transaction. Since there is no charge for the advanced pass, it may be decided that the booking must be confirmed by the visitor in advance before a confirmation is given.
Link to CVC Information Web Site	The Internet reservation system should be accessible directly or through a link with the CVC information web site. Information on the CVC site will be maintained by CVC staff.
Language	For the initial implementation phase the Internet site will be in English only, but it may be decided at a later time to have additional languages available.
Receipt	A paper receipt should be generated at the Will Call windows and pass booths for day of transactions and upon request for advanced booking. Additional information may need to be printed.
User Authentication	All users accessing the system must be authenticated to prevent tickets being reserved by automated processes.
Bar Codes	All reservation tickets must contain bar code symbology. This will be used to track and authenticate tickets by automated data collection devices.
Special Event Notification	Allow the Executive Director designee to cancel tour reservations based on date/time criteria and send an automated email notification to reservation holders.

#### 4.11 Operational Services

Required operational services to host the system include:

- Operating environment – provide test, development, and production environments.
- Disaster recovery – schedule daily backups, annual disaster recovery testing and training, and convert to a “hot-site” after a disaster.
- System security – protect the information and resources.
- Telecommunication management – provide connectivity to the application and database servers on a predetermined routine basis without disruption.
- Production control – monitor the application and hardware.
- Change control/configuration management – keep up to date on changes that need to be made to the application, such as installing patches and upgrading to new versions.

- Software problems/issues tracking – track and analyze identified software deficiencies using formal change tracking software, and provide software corrections when required.
- Helpdesk support – respond to users' technical questions and issues.
- System administration – apply operating system releases and patches to the production environment.
- Database administration – provide overall database administration, performance tuning, apply releases to ensure the database is up to date, and log changes.
- Application support – provide application support, user training, fixes, and enhancements.

#### **4.11.1 Operational Environment**

The Contractor shall provide test, training, development, and production environments. In addition, equipment setup, testing, and troubleshooting shall be provided.

#### **4.11.2 Disaster Recovery**

The Contractor shall provide disaster recovery services including:

- Scheduled daily backups of the servers with the backup tapes stored off-site;
- Conversion to a “hot-site” within 1 hour after a disaster;
- Annual disaster recovery testing and training that tests the connection(s) to the cold-site.

In the event that the system is unavailable to users because of a system failure, the Contractor shall restore the production server and/or database to its condition of no more than one (1) hour before the corruption occurred.

#### **4.11.3 System Security**

The Contractor’s data center shall obtain certification and accreditation of systems and facilities in compliance with U.S. Government accepted standards.

The application must provide the function to enable or disable actions that can be performed on a resource or category of resources that secures data. This must be done through system controls, including: user access, user roles, transaction tracking, and data encryption. Executive Director designees will control and manage these functions.

#### **4.11.4 Telecommunication Management**

Connectivity to the production server must occur on a predetermined routine basis without disruption. Also, access to the test, training, and development server must occur on a predetermined routine basis without disruption.

#### **4.11.5 Production Control**

Production control must include monitoring of the hardware, software, and operating system. Adequate server and peripheral resources support must be provided to perform necessary processing and ensure system availability.

The Contractor shall purchase all hardware and software required to support the system at its remote location.

#### **4.11.6 Change Control/Configuration Management**

Change control and configuration management services include keeping up to date on changes that need to be made to the application, such as installing patches. Also, a record of all changes is maintained and each change tested before being moved into the production environment.

The Contractor's configuration management tool must be able to report:

- Release note – Shows release note for a delivery configuration item;
- Item status list – Status report for a configuration item;
- Item history list – History report for a configuration item;
- Item composition list – Composition report for a configuration item; and
- Trace report – Trace report between requirement specification and corresponding test specification.

#### **4.11.7 Software Problems/Issues Tracking**

Reported software deficiencies must be identified and analyzed using formal change tracking software. The Contractor shall deliver software corrections when required.

The Contractor must use a tracking database that follows software problems, issues, and enhancements from the time they are reported to the time the corrections or enhancements are installed in the production environment.

Change requests forms (electronic or paper) for changing configuration items must include:

- Change identification – identification of the underlying event, configuration item concerned, and priority; and
- Phase information – phase, date and time, name of responsible person, and description.

A weekly report on open change requests must be provided to the Executive Director designee, and include a description, the status, and a completion estimation.

Measurement reports must be provided to the Executive Director designee on a quarterly basis and include:

- Event frequencies,
- Effectiveness of quality assurance activities, and
- Ideas for process improvement.

#### **4.11.8 Help Desk Support**

The Contractor must provide help desk support between Monday and Friday from 7:00 am through 9:00 pm EST. "On-Call" support must be available after hours, on weekends, and holidays.

#### **4.11.9 System Administration**

The Contractor must apply the appropriate operating system releases and patches to the production environment. These must be applied and logged after being researched and verified in the test environment. In addition, the Contractor must utilize software for disk monitoring.

#### **4.11.10 Database Administration**

The Contractor shall administer related databases including:

- Overall database administration,
- Performance tuning,
- Applying releases to ensure the database is up to date, and
- Logging changes.

#### **4.11.11 Application Administration**

Identified Contractor personnel and Executive Director designees shall provide user application support including:

- Application access,
- Role definition and assignment,
- Enhancement requests
- Issue resolution,
- Training (hosting related),
- Procedure documentation,
- User assistance, and
- Application security.

#### **4.12 Report Development**

Custom reports are expected to be developed to provide users with information not provided by the baseline reports contained in the software packages. All custom report requests will be part of a separate contract or change order. The Contractor should state their ability to provide programmer support for future report development. Government staff will determine and document the requirements for any reports that need to be developed. The Contractor shall design, code, and system test the reports that are required for the initial implementation. Government staff will perform the acceptance test of the reports.

Each report developed by the Contractor will need to be acceptance tested by the Government project team. The Government will require support from the Contractor in the acceptance testing of each report. The Contractor shall provide the Government with electronic copies of the test plans used by the Contractor to perform the system test of each report.

#### **4.13 Training**

The Contractor shall provide functional training to identified administration users. The training must be in a classroom environment and be “hands-on.” The training will be conducted in an appropriate classroom environment at the CVC. All identified users must be trained.

The training tasks to be performed by the Contractor include:

- Prepare training plan and schedule: This should identify the training classes to be conducted, the curriculum for each class, and the schedule.
- Prepare training materials: All training, except for management overviews, is to be hands-on. Training materials to support the hands-on training should be provided. The training materials should concentrate on practice exercises and results. The training materials should also include handouts of useful information not contained in the user guides. As part of the training materials,

the Contractor will develop a training evaluation form to be used to evaluate the success of the training and to improve future training sessions. The training evaluation form will be provided to students at the end of each class, and forwarded to the Government project manager.

- Prepare training database: A training database needs to be established to be used for conducting the hands-on training sessions. The Contractor shall enter any required data that is required to perform the training exercises.
- Conduct training: Except for management overviews all training will be provided in a hands-on manner. The Contractor shall provide at least 2 consultants for each class. One consultant will teach the class and another will provide additional assistance to students.

Deliverables include:

- Training plan and schedule,
- Training materials,
- Conducting each training class, and
- Training evaluation forms.

The Contractor shall also provide technical training to Government technical staff. The technical training should be conducted in a demonstration type environment, followed by on-the-job training. In preparation of the functional and technical training, the Contractor shall provide training materials and establish a training database.

#### **4.14 Automated Data Collection Device Integration**

The Contractor must integrate automated data collection (ADC) technology with the host system. The procurement of ADC devices is not part of this solicitation. However, the Contractor shall recommend the ADC device type.

Deliverables include:

- ADC technology purchase;
- Hardware installation;
- Configuration for servers and collection devices; and
- General technical support.

#### **4.15 Configure Software Tables**

The Contractor shall conduct system configuration sessions with administration users to determine the proper initial configuration of the system tables. For each configuration session the Contractor shall provide an overview and a demonstration of the software. Within one week after each session, the Contractor shall provide a report of the results of the configuration session. The Contractor should assume follow-up meetings/briefings will be necessary to resolve configuration issues. After completing the configuration sessions, the Contractor shall provide a report to include the results of all the sessions, recommendations of system settings and open issues.

The actual loading of the tables and the defining of the reference table values will be performed by administration users. The configuration of the system tables will be performed in a pilot database to be used to test the configuration of the system. After the tables are configured in the pilot database the Government Project Team will process “production like” transactions to test the configuration of the system. The Contractor shall provide the Project Team with guidance and support during this effort.

After assisting with the testing of the configuration settings in the pilot environment, the Contractor shall provide support in the evaluation of the system set-up and the adjustment to any of the settings to prepare for production operations. The Contractor shall also assist with the resolution of issues related to the configuration of the system tables. The Contractor shall provide the Project Team with guidance and support during this effort.

The deliverables under this task are as follows:

- Proposed workflow set-up and detailed instructions for establishing set-up in the system.
- Proposed settings for system options (e.g. flag settings, tolerance settings, required fields settings, etc.) and detailed instructions for establishing the settings in all modules.
- Documentation of configuration sessions.

END OF SECTION C



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**PACKAGING AND MARKING**

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**SECTION D**  
**PACKAGING AND MARKING**

**AOC52.211-7 IDENTIFICATION OF CONTRACT DELIVERABLES (NOV 2004)**

Unless otherwise specified, all documents prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document:

- (a) Name and business address of the contractor;
- (b) Contract number;
- (c) Point of Contact; and
- (d) Date of transmittal.

(End of clause)

END OF SECTION D

**SECTION E**  
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**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: [www.gsa.gov/far](http://www.gsa.gov/far) or [acquisition.gov/far/](http://acquisition.gov/far/)

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
INSPECTION OF SUPPLIES—FIXED-PRICE	AUG 1996	52.246-2
RESPONSIBILITY FOR SUPPLIES	APR 1984	52.246-16

(End of clause)

END OF SECTION E

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## **SECTION F DELIVERIES OR PERFORMANCE**

### **AOC52.211-4 TERM OF CONTRACT (JUN 2004)**

The term of contract shall be as follows:

(a) The development and implementation period will be from the date of contract award to the date of the exercise of the base option period. It is anticipated that contract award will occur no later than September 30, 2006, and the exercise of the base option is anticipated to occur on March 1, 2007 (see paragraph (b) below).

(b) The Government will exercise the option for the base schedule year upon the Contractor completing all work and preparations necessary to commence operations required under the SOW. Performance period for the base schedule will be for one calendar year commencing on the date of the modification exercising the option.

(c) If the succeeding options are exercised, the performance period for each Option Schedule will begin the day after completion of the preceding Schedule and will extend one calendar year.

(End of clause)

### **HOURS OF PERFORMANCE**

Except as may be otherwise specified by the COTR, the normal hours of operation at the U.S. Capitol are 8:30 AM to 5:00 PM, Monday through Friday, excluding all Federal Government holidays. The work period during any assignment is subject to interruption, contingent upon the legislative requirements of the Congress.

### **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: [www.gsa.gov/far](http://www.gsa.gov/far) or [acquisition.gov/far/](http://acquisition.gov/far/)

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
STOP-WORK ORDER	AUG 1989	52.242-15

(End of clause)

END OF SECTION F

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**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**AOC52.201-1      CONTRACTING OFFICER'S AUTHORITY (JUN 2004)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

**AOC52.201-2      CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**  
**(MAR 2005)**

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

END OF SECTION G



**SECTION H**  
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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **AOC52.223-7 SPECIAL SECURITY CLEARANCE AND INSPECTION PROCEDURES (JUN 2004)**

(a) All vehicles and contents used by the Contractor or its subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" in Section J for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.

(End of clause)

### **AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (MAR 2006)**

(a) All vehicles and contents used by the Contractor or its subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS)*. All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (i) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *4700 Shepherd Parkway SW inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington DC 20032.

(End of clause)

END OF SECTION H

**SECTION I  
CONTRACT CLAUSES**

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## **SECTION I CONTRACT CLAUSES**

### **AOC52.202-1      DEFINITIONS (JUN 2004)**

- (a) The term “head of the agency” as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term “other authority” as used in this paragraph includes the Contracting Officer in cases in which he/she has final jurisdiction or supervision over the work involved.
- (b) The term “Architect” as used herein means the Architect of the Capitol.
- (c) The term “Contracting Officer” as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term “his duly authorized representative” as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term “subcontracts” includes purchase orders placed for performance under this contract.

(End of clause)

### **AOC52.203-1      ADVERTISING/PROMOTIONAL MATERIALS (DEC 2005)**

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
- (c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

**AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)**

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the Contractor shall notify the Architect of the Capitol, Procurement Division. The Contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) "General public", for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The Contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

**AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)**

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

**AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)**

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine

books, documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term “subcontract” as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

**AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)**

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

**AOC52.225-1 BUY AMERICAN ACT – SUPPLEMENT (JUN 2004)**

In addition to provisions of the above clause entitled, “Buy American Act”, the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

**AOC52.227-1 PATENT INDEMNITY - COMMERCIAL ITEMS (JUN 2004)**

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of the contract, provided the Contractor is reasonably notified of such claims and proceedings.

(End of clause)

**AOC52.232-1 PAYMENTS – SUPPLIES (MAR 2006)**

(a) The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor and not otherwise specified, payment for accepted partial deliveries shall be made whenever such payment would equal 50 percent of the total amount of this contract.

(b) If partial payments are to be made, all material and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility of fulfilling contractual requirements for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(c) Upon completion and acceptance of all work, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed invoice and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than claims, if any, in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(d) Until further notice, properly certified invoices shall be FAXED, in triplicate, to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D. of Contractor;
- (3) Invoice Date;
- (4) Unique invoice number for that particular invoice; and
- (5) Amount by line item including quantity and unit pricing (see the "SCHEDULE" in Section B).

(e) Payments will be made directly to the Contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration.



(End of clause)

**AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN  
CENTRAL CONTRACTOR REGISTRATION (JUN 2004)**

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor’s EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: “designated office”) by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor’s EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for—

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
- (2) The contractor's name and remittance address as stated in the contract(s);
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and
- (5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital  
Accounting Division

Mailing Address:

2<sup>nd</sup> and D Streets SW  
Ford House Office Building  
Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

#### **AO52.232-7 DISCOUNTS (AUG 2004)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

**AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)**

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

**AOC52.232-12 ASSIGNMENT – SUPPLEMENT (SEP 2004)**

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

**AOC52.233-1 DISPUTES (JUN 2004)**

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

**AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS – WAIVER AND RELEASE OF CLAIMS (JUN 2004)**

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

**AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)**

(a) For the purposes of this clause, Government-furnished “property” includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer’s Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor’s representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor’s representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the “Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol” before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

**AOC52.246-3 WARRANTY OF COMMERCIAL ITEMS (JUN 2004)**

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: [www.gsa.gov/far](http://www.gsa.gov/far) or [acquisition.gov/far/](http://acquisition.gov/far/)

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005	52.209-6
MATERIAL REQUIREMENTS	AUG 2000	52.211-5
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996	52.222-20
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
BUY AMERICAN ACT - SUPPLIES	JUN 2003	52.225-1
COMMERCIAL COMPUTER SOFTWARE—RESTRICTED RIGHTS	JUN 1987	52.227-19
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
BANKRUPTCY	JULY 1995	52.242-13
CHANGES—FIXED-PRICE	AUG 1987	52.243-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

END OF SECTION I

**SECTION J**  
**LIST OF ATTACHMENTS**

<b>ATTACH. NO.</b>	<b>ATTACHMENT NAME</b>	<b>NO. OF PAGES</b>
J.1	PAYMENT INFORMATION FORM, ACH VENDOR PAYMENT SYSTEM	2
J.2	U.S. CAPITOL POLICE NOTICE (for information only)	1
J.3	AOC PAST PERFORMANCE QUESTIONNAIRE (for information only – to be sent to references)	4

END OF SECTION J



\*\*\*\* NOTICE \*\*\*\*

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section I of the solicitation.

**PAYMENT INFORMATION FORM  
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

**Debt Collection Improvement Act of 1996**

**PAPERWORK REDUCTION ACT STATEMENT**

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

**COMPANY INFORMATION**

NAME:

ADDRESS:

CONTRACT NUMBER: **AOC-**\_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: (    )

FAX NUMBER: (    )

**AGENCY INFORMATION**

NAME:     ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS:   ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

**FINANCIAL INSTITUTION INFORMATION**

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: (    )

NINE DIGIT ROUTING TRANSIT NUMBER:    \_ \_ \_ \_ \_

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT:    \_ \_ \_ \_ CHECKING    \_ \_ \_ \_ SAVINGS    \_ \_ \_ \_ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:



UNITED STATES CAPITOL POLICE  
WASHINGTON, D.C. 20510-7218

CP-491  
(4-04)

**REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS**

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle) \_\_\_\_\_ Address: \_\_\_\_\_  
Street & No. \_\_\_\_\_  
City & State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Tele: \_\_\_\_\_

2. Other Names Ever Used: (e.g. maiden name, nickname, ect. If you have never used another name write "None".) \_\_\_\_\_

3. Date of Birth: (Month, Day, Year) \_\_\_\_\_ 4. Birthplace: (City and State or Country) \_\_\_\_\_

5. Social Security Number: \_\_\_\_\_ 6. Gender: \_\_\_\_\_  
Male Female

7. Race: \_\_\_\_\_ 8. Height: \_\_\_\_\_ 9. Weight: \_\_\_\_\_ 10. Eye Color: \_\_\_\_\_ 11. Hair Color: \_\_\_\_\_

**SIGNATURE AND RELEASE OF INFORMATION:**

**READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:**

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: \_\_\_\_\_ 13. Date: \_\_\_\_\_

**ADVANCE RESERVATION & TIMED PASS SYSTEM FOR THE  
U.S. CAPITOL VISITOR'S CENTER**

**PAST PERFORMANCE QUESTIONNAIRE FOR  
SOLICITATION NUMBER AOC RFP 060140**

The contractor listed below is being considered for a contract award by the Architect of the Capitol, Washington, DC. Your name has been provided as a customer reference regarding performance under a past contract with your firm. This information is considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent cited in the Federal Acquisition Regulation (FAR) 42.1503. FAR prohibits the release of past performance evaluations to other than other Government personnel and the contractor whose performance is being evaluated during the period the information may be used to provide source selection information.

In order to maintain the integrity of the source selection process, we respectfully request that you do not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individuals.

Your completion of this form will be greatly appreciated. Upon completion, please fax this form to: 866-221-2139, Attn: Caryn Rotheim. **Please insert the name of the firm here that you are providing the information for:** \_\_\_\_\_.

**Past Project Information:**

1. Your Name Here: \_\_\_\_\_
2. Project Title : \_\_\_\_\_
1. Name: Agency/Company, POC \_\_\_\_\_ Date: \_\_\_\_\_
2. Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_
3. Address: \_\_\_\_\_
4. Position held or function in relation to this project: \_\_\_\_\_

**Ratings:** Please evaluate the contractor's performance using the following ratings:

- |                  |   |
|------------------|---|
| “O” Outstanding  | The contractor's performance clearly exceeded the contract requirements.                |
| “S” Satisfactory | The contractor's performance met the contract requirements.                             |
| “M” Marginal     | The contractor's performance met the minimum contract requirements but with difficulty. |

“U” Unsatisfactory The contractor’s performance was poor and/or did not satisfy contract requirements.

Please rate and provide supporting information for the following. If the rating is Outstanding or Unsatisfactory, please provide specific contract/job performance areas which were exceeded or not performed in accordance with the contract’s minimum requirements. (Use additional sheets as needed)

1. The relationship between the contractor and owner’s contract team/Contracting Officer/COR.

Rating:

2. The contractor’s on-site management and coordination of subcontractors.

Rating:

3. The contractor’s overall corporate management, integrity, reasonableness and cooperative conduct.

Rating:

4. Performance in meeting delivery/completion schedules: \_\_\_\_\_

Rating:

5. What did the contractor do to improve schedule problems, if any? \_\_\_\_\_

Rating:

6. The contractor’s quality control (CQC).

Rating:

7. The contractor’s performance in delivering quality work in accordance with the contract:

Rating:

8. The contractor’s ability to provide the required work at a reasonable total price.

Rating:

9. The contractor's compliance with labor standards, if applicable.

\_\_\_\_\_  
\_\_\_\_\_  
**Rating:** \_\_\_\_\_

10. The contractor's compliance with safety standards.

\_\_\_\_\_  
\_\_\_\_\_  
**Rating:** \_\_\_\_\_

11. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain.

\_\_\_\_\_  
**Rating:** \_\_\_\_\_

12. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor additional work. \_\_\_\_\_

\_\_\_\_\_  
**Rating:** \_\_\_\_\_

13. Was the customer satisfied with the end product? \_\_\_\_\_

\_\_\_\_\_

14. Has the contractor been provided an opportunity to discuss any negative performance ratings? If so, what were the results? \_\_\_\_\_

15. Has the contractor filed any claims? \_\_\_\_\_ How many? \_\_\_\_\_  
and to what extent? \_\_\_\_\_

Claims outstanding/why? \_\_\_\_\_

16. **OVERALL RATING**

**Rating:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

17. Please provide any additional comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AOC PAST PERFORMANCE QUESTIONNAIRE

RFP 060140

NAME/TITLE:\_\_\_\_\_

AGENCY/COMPANY:\_\_\_\_\_

PHONE NUMBER:\_\_\_\_\_DATE:\_\_\_\_\_

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

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**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that –

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and –

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory –

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

*[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or per position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

**FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

**(a) Definitions.**

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

**(d) Taxpayer Identification Number (TIN).**

\_\_\_\_\_ TIN: \_\_\_\_\_.

\_\_\_\_\_ TIN has been applied for.

\_\_\_\_\_ TIN is not required because:

\_\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_\_ Offeror is an agency or instrumentality of the Federal government.

**(e) Type of organization.**

\_\_\_\_\_ Sole proprietorship;

\_\_\_\_\_ Partnership;

- \_\_\_\_\_ Corporate entity (not tax-exempt);
- \_\_\_\_\_ Corporate entity (tax-exempt);
- \_\_\_\_\_ Government entity (Federal, State, or local);
- \_\_\_\_\_ Foreign government
- \_\_\_\_\_ International organization per 26 CFR 1.6049-4;
- \_\_\_\_\_ Other \_\_\_\_\_

(f) *Common Parent.*

- \_\_\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- \_\_\_\_\_ Name and TIN of common parent:
  - Name \_\_\_\_\_
  - TIN \_\_\_\_\_

(End of provision)

**AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)**

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at [www.dnb.com](http://www.dnb.com). If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(d) Enter DUNS number: \_\_\_\_\_.

(End of provision)

**AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)**

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

**FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals –

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plan manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)**

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

(End of provision)

**FAR 52.225-2 BUY AMERICAN CERTIFICATE (JUNE 2003)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component”, “domestic end product”, “end product”, “foreign end product”, and “United States” are defined in the clause of this solicitation entitled “Buy American Act - Supplies”.

(b) Foreign End Products	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____
	(List as Necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

END OF SECTION K

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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## SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

(a) *Definitions.* As used in this provision –

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Caryn Rotheim, Room H2-263 Bid Room, Second and “D” Streets, S.W., Washington, DC 20515. Offeror shall place the OF-17, Offer Label, on the exterior of the package on the same side as the address, or write “Bid Documents Enclosed”, “H2-263 Bid Room”, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. **See “Notice for Delivery” on the front of the solicitation.**

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed “Solicitation, Offer and Award” form as well as a copy of the FEDEX or UPS receipt to Caryn Rotheim to (866) 221-2139 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other



method will be rejected. **OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL.** See notice attached to this solicitation for special instructions.

(d) *Submission, modification, revision, and withdrawal of proposals.* (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due. For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

## **AOC52.215-2 INTERPRETATIONS AND AMENDMENTS (JUN 2004)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least ten (10) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to [crotheim@aoc.gov](mailto:crotheim@aoc.gov) via facsimile to (866) 221-2139.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

- (1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:
  - (i) Signing and returning the amendment;
  - (ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;
  - (iii) Letter or telegram; or
  - (iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

## **AOC52.215-3 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)**

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(a) Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the

submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)"; and

- (b) Mark each sheet of data it wishes to restrict with the following legend:  
"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

(End of provision)

#### **AOC52.215-6 PREPARATION OF PROPOSALS (JUN 2004)**

(a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offers shall—

- (1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and
- (2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.

(d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(End of provision)

#### **AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)**

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

## **FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

### **PROPOSAL COMPOSITION – SOURCE SELECTION PROCEDURES**

(a) Proposals shall be submitted in two major subdivisions: Technical Proposal whose content and arrangement shall be as described in the article entitled, “INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL” of this section, and a Price Proposal, which shall be prepared in detail on a basis as described and set forth in the article entitled, “INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL” of this section.

(b) The Technical Proposal and the Price Proposal portions of each proposal tendered by any offeror shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled “SUBMISSION OF OFFERS” of this section and submitted in the following number of copies:

- (1) Technical Proposal - One original and three (3) copies.
- (2) Price Proposal - One original and one (1) copy.

(c) Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation, bonding, or other requirements of submission with any other proposal submitted by the same offeror.

### **INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL**

(a) The Technical Proposal shall be organized in accordance with the following format to facilitate evaluation by the Architect of the Capitol.

(1) Technical Proposal. The Technical Proposal shall be subdivided into three subsections each with its own tab identifying the factor (and tabs identifying the subfactors, where applicable) and shall be on 8-1/2 x 11 sheets in a 3-Ring binder.

(a) The Offeror shall provide a description of each factor as noted below:

- (i) **Factor 1 – Technical Functionality of Software.** This factor addresses the technical capability of the software. Provide an Executive Summary for this factor that includes a brief discussion of the information provided for each of the subfactors.
  - a. **Subfactor 1.1 – Proven Capabilities.** Discuss in detail the existing features of the software as they relate to the requirements at paragraph 3, System Requirements, of the SOW.
  - b. **Subfactor 1.2 – Effective solutions for CVC issues.** Many issues unique to the CVC were discussed in the statement of work. The proposal must include solutions to these issues, such as:

- i. Handling school groups and tour operators;
- ii. Inventory allocations;
- iii. Shifting visitation from peak to non-peak periods;
- iv. Minimizing no-shows; and
- v. Member offices booking passes for constituents.

Issues that the offeror anticipates that were not discussed in this document should also be included, with their proposed solutions.

c. **Subfactor 1.3 – System performance and accountability plan.**

- i. System scalability – ability to adjust to high volumes;
- ii. Response time – customer and user interfaces and inventory updates;
- iii. Compliance with Section 508; and
- iv. Performance measures, reporting, and accountability.

d. **Subfactor 1.4 – Demonstration of software.** Offers must include some self-contained method (i.e., no offeror involvement is necessary) for the evaluators to “try out” the software. The method could be a web link to a functioning test site, or a demonstration copy on CD-ROM, or some similar approach. The demonstration version must include the ability to use the system as a customer and as an administrator; please provide any passwords or other information necessary to access the demo.

(ii) **Factor 2 – Management Approach.** This factor addresses the offeror’s ability to manage the overall project, as well as the individual tasks that comprise the milestones leading up to implementation.

- a. Provide your project management team, identifying intended roles on this particular contract with resumes for each citing specific relevant experience.
- b. Provide your development and implementation milestone schedule, to include at a minimum the items listed at Table 1: Key Project Milestones in the SOW. Include any additional significant milestones that are applicable but not listed in the table.
- c. Provide your implementation plan, testing, and phase-in approach.
- d. Proposed licensing and services agreement. This section should also include estimated concurrent users of the system based on the projected volume provided.
- e. Describe your plan to provide training programs.
- f. Proposed system host structure and data security concept.
- g. Approach for system maintenance and redundancy plan.
- h. Approach for technical support (help call line).
- i. List of assumptions.

(iii) **Factor 3 – Past Performance.** Although the Government reserves the right to use any source of information available on the Offeror’s past performance to either evaluate past performance or verify information provided by the Offeror, the Offeror shall provide information that demonstrates the offeror’s past performance. The enclosed “AOC PAST PERFORMANCE QUESTIONNAIRE” shall be provided to three (3) or more

companies/agencies for whom the offeror recently (completed within the last five years or ongoing) performed contracts, similar in scope and magnitude to the work required under this solicitation. The questionnaire(s) must be faxed by the companies/agencies to the attention of Caryn Rotheim at (866) 221-2139 by the date established for receipt of offers in order to be considered in the evaluation process. A neutral rating will be applied for those projects/contracts for which a questionnaire is not received.

- a. The Government may use other references/information to verify past performance.
- b. The offeror may provide awards, letters or other documentation as it relates to their Past Performance.
- c. The proposal shall identify past projects executed by the proposed project team (or selected team members) and include references or letters that describe the team's performance.

#### **INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL – SOURCE SELECTION PROCEDURES**

(a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item No. 1), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by duly authorized agent.

(b) In addition, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.

(c) The Price Proposal will be submitted with the required documents in the following order:

- (1) The “SOLICITATION, OFFER, AND AWARD” FORM (original signature required in Block 15);
- (2) Section B - The “SCHEDULE” pages (including the payment schedule identified in B.3); and
- (3) Section K - The “REPRESENTATIONS AND CERTIFICATIONS”.

(d) The offeror shall identify in the proposal any Government Furnished Property (i.e. Information Technology equipment) that will be required during the contract period or if access is required to the AOC network during this period.

END OF SECTION L

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

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## **SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **AOC52.215-5 CONTRACT AWARD – SOURCE SELECTION PROCEDURES (JUN 2004)**

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.
- (b) The Government may–
- (1) Reject any or all offers if such action is in the public interest;
  - (2) Accept other than the lowest offer; and
  - (3) Waive informalities and minor irregularities in offers received.
- (c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.
- (e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- (f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- (g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.  
(End of provision)



## **PROPOSAL EVALUATION CRITERIA – SOURCE SELECTION PROCEDURES**

(a) The evaluation criteria to be used by the Contracting Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the article entitled “INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL” and the article entitled “INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL” in Section L. The technical criteria are considered by the Architect to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase.

(b) **TECHNICAL CRITERIA.** Each offeror’s proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and are therefore acceptable. Technical criteria are listed below in descending order of importance. Subfactors are considered to be of equal performance within a factor.

- Factor 1 – Technical Functionality of Software
  - Subfactor 1.1 – Proven Capabilities
  - Subfactor 1.2 – Effective solutions for CVC issues
  - Subfactor 1.3 – System performance and accountability plan
  - Subfactor 1.4 – Demonstration of software
- Factor 2 – Management Approach
- Factor 3 – Past Performance

(1) **Technical Functionality of Software:** The offeror’s proposed software will be evaluated to determine the extent to which it meets the minimum required functionality; the ability to satisfy the issues specific to the CVC; its expected performance; and whether the demonstration version supports the minimum required functionality.

(2) **Management Approach:** Offerors shall demonstrate their ability to assemble, maintain, and manage sufficient numbers of professional and technical support personnel to perform the work required. The management approach will be evaluated to determine that the offeror understands the milestones throughout the project, and has a plan for how to accomplish a successful system implementation.

(3) **Past Performance:** The offeror’s relevant past performance will be evaluated to determine the extent of successful completion of similar projects within the past five years, taking into consideration timeliness and degree of client satisfaction for each project. Higher scores will be given to offerors whose past performance has exhibited the most success on similar projects. In investigating the offeror’s past performance, the Government will consider references submitted by the offeror and may consider information from other sources.

(b) **PRICE CRITERIA.** Offers will be evaluated based on the total proposed price for all contract periods using the Schedules in Section B of the solicitation. Price will not be assigned an adjectival rating.

## EVALUATION ADJECTIVAL RATINGS

This rating system identifies significant strengths, weaknesses, overall technical effectiveness and risks associated with each proposal. Each factor or subfactor is rated and is to be supported by narrative rationale.

- (a) Outstanding: Very comprehensive, in-depth, clear response. The offeror has demonstrated an approach which significantly exceeds stated requirements in a beneficial way. Consistently high quality performance can be expected.
- (b) Excellent: Extensive, detailed response to all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than high performance might be.
- (c) Acceptable: The offeror has demonstrated an approach which is considered to meet the stated requirements and demonstrated a good probability of success. There is an average risk that this offeror would fail to meet the quantity, quality, and schedule requirements of the solicitation. Weaknesses are not major.
- (d) Marginal: The offeror has demonstrated an approach which does not meet all the stated requirements. The response is considered marginal in terms of the basic contract and amount of information provided. There is a low probability of success. Although considered marginal because of deficiencies, they are susceptible to being made acceptable through discussions.
- (e) Unacceptable: The offeror has demonstrated an approach which significantly fails to meet the stated requirements. What was submitted lacks essential information or is conflicting and unproductive. There is no reasonable likelihood of success; deficiencies are so major or extensive that a major revision to the proposal would be necessary.

## **FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses: [www.gsa.gov/far](http://www.gsa.gov/far) or [acquisition.gov/far/](http://acquisition.gov/far/)

<u>PROVISION TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
EVALUATION OF OPTIONS	JUL 1990	52.217-5

(End of provision)

END OF SECTION M